

## **Appendix II: Use of the Wallet Providers Services**

Applicable as from 15 May 2020.

### **1. General information**

This Appendix is part of the Bank's applicable General Terms and Conditions Professional Clients. It governs your access to and use of your eligible Bank card(s) (the "Card(s)") linked to accounts domiciled in Belgium through the Wallet Providers Services such as Apple Pay, Google Pay and any other similar service that may be added in the future (the "**Wallet Providers Service**"). This shall include the Wallet Providers Services branded payment functionality, the Card provisioning functionality, and display of transaction history. We will determine, at our sole discretion, which Cards may be eligible for use through a given Wallet Providers Service. We reserve the right to decline any enrolment of a Card to any Wallet Providers Service without the need to give you any reason. Please review these Terms and Conditions before you decide whether to accept them and continue with the enrolment of your Cards to any Wallet Providers Service.

By registering or using a Card through the Wallet Providers Service you agree to use your Card through their service in accordance with this Appendix. If you do not agree to these Terms and Conditions, then you must not register your Card to, or use your Card in connection with such service.

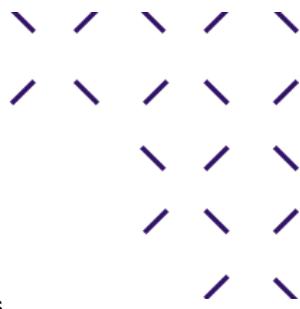
Use of the Wallet Providers Service is at your discretion. You are not obliged to use the Wallet Providers Service in connection with any of your Cards. Your use of the Wallet Providers Service to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each account to which the Card is linked (the "Account"). You also acknowledge that your use of the Wallet Providers Service is subject to the terms and conditions set forth by such Wallet Providers Service and/or its affiliates with respect to the use of their service, which will not change or override this Appendix.

### **2. Eligibility / enrolment**

The Wallet Providers Services are available to cardholders for the purposes of purchasing goods and services with a compatible device (including phone, tablet, wearable device, laptops and computers) ("Eligible Device") at (1) near field communication ("NFC") enabled merchants; and (2) an online merchant (whether in-app or through website), who accept the Wallet Providers Service concerned as a form of payment. This Wallet Providers Service allows you to use your Eligible Device to access and use your Card(s) to make such purchases in place of presenting or using your physical Card.

The providers of the Wallet Providers Service and the Bank may limit the number of Cards that you may store in one Eligible Device from time to time which we cannot control. We may, however, limit the number of Eligible Devices in which the same Card can be stored from time to time and you should refer to our FAQ regarding such limit.

By adding your Card to the Wallet Providers Service, a unique numerical identifier different from your Card number will be allocated for the purpose of making purchases and receiving refunds through this



Wallet Providers Service. Due to the manner in which the Wallet Providers Service operates, you may need to present your Eligible Device at a merchant when you return an item purchased using the Wallet Provider Service on such Eligible Device. Renewal of your Card upon expiry or replacement of damaged Card will not affect your use of the same Card enrolled for the Wallet Providers Service, whether or not you have activated the renewed or replacement Card.

### **3. Safety of the Eligible Device**

You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases for the Wallet Providers Service, your passcode or personal identification number is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of the Wallet Providers Service. Neither the Bank nor the provider of the Wallet Providers Service will be liable for issues in relation with the Eligible Device.

If your Eligible Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or your Card has been used through the Wallet Providers Service without your permission, you must notify us immediately and if we so require, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorized use of your Card in connection with the Wallet Providers Service.

### **4. Communication**

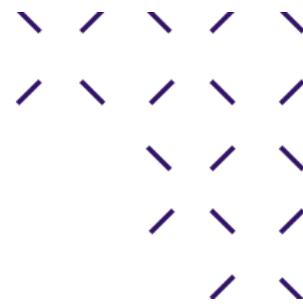
As a condition of using your Card in connection with the Wallet Providers Service, you acknowledge and consent to us sending notifications and automatically dialled calls or text messages to the Eligible Device which may or may not be the same device as the one accessible through your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Card in connection with the Wallet Providers Service. Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls (commonly referred to as “jail breaking”), are not Eligible Devices.

### **5. Modified device**

You acknowledge and agree that the use of a modified device to use your Card in connection with the Wallet Providers Service is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through such Wallet Providers Service.

### **6. Transaction limit**

We have the right to impose a limit on any daily and/or individual transaction amount(s) charged to your Card through the Wallet Providers Service. The limit will be such amount(s) as determined by us and notified to you from time to time.



## **7. Data sharing**

You acknowledge that the providers of a Wallet Providers Service, the providers of the technology that supports the Cards in their service, as well as its sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro, or Visa, and its affiliates) as well as sub-contractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Cards through the Wallet Providers Service in and/or for the purposes of (1) performing its obligations hereunder; (2) providing you with relevant transaction data; (3) detecting and addressing fraud; (4) complying with applicable laws and regulations; (5) responding to inquiries made pursuant to court orders or by regulators; (6) managing, making product enhancement to, and/or promoting the use of the Wallet Providers Service concerned; and (7) creating business and/or technical performance reporting. You acknowledge that the use, storage and disclosure of any personal information provided by you directly to the Wallet Providers Service, the applicable payment network branded on your Card, or other third parties supporting the said service, will be governed by the privacy policy of such party.

## **8. Changes to this Appendix (Use of the Wallet Providers Service)**

Subject to applicable laws and regulations, at any time we may (i) terminate your use of Cards in connection with the Wallet Providers Service, (ii) modify or suspend the type or amounts of transactions allowed using Cards in connection with the Wallet Providers Service, (iii) change the eligibility of a Card for use with the Wallet Providers Service, and/or (iv) change the Card authentication process. If we have cancelled or suspended your Card, you will not be allowed to use it through your Eligible Device. Please note that this is the case even though you may still see a symbol for the Card on your Eligible Device. We may amend at any time these Terms and Conditions, by providing you with a two weeks prior notice.

## **9. Liability**

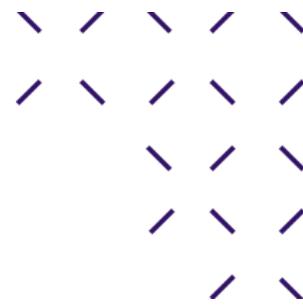
Without prejudice to contrary provisions in this Appendix, the rules applicable to the liability for unauthorised and defectively executed payment transactions set out in the Bank's General Terms and Conditions Professional Clients are applicable in full.

We have the right to suspend or cancel your ability to use your Card in connection with the Wallet Providers Service at any time and do not need to give you any prior notice or reason for doing so.

If you share your Device Passcode with any other person, you are taken to have authorized that person to transact on your account using the Wallet Providers Service. This means that any transaction initiated by that person using your Device Passcode will be deemed to have been authorized by you and for which you are fully responsible and liable. Such transaction will not qualify as unauthorised transactions. You must keep the Eligible Device and the Device Passcode safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it).

## **10. Suspension and blocking of your Card**

At any time, you can delete or suspend your Card from any Wallet Providers Service in accordance with the Bank's applicable General Terms and Conditions Professional Clients.



### **11. Intellectual property**

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (collectively, "Intellectual Property Rights") in the Wallet Providers Service (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by the Wallet Providers Service, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by any Wallet Providers Service, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with such service.

### **12. Disclaimers of warranty**

The Wallet Providers Service is provided by the Wallet Providers Service provider concerned, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with such Wallet Providers Service may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through the Wallet Providers Service due to such delay, interruption, disruption or similar failure. You acknowledge that we are not party to the terms and conditions for the Wallet Providers Service entered into between you and the Wallet Providers Service provider concerned and we do not own and are not responsible for the service concerned.

As we are not providing any warranty for any Wallet Providers Service, we are not responsible for performance, maintenance or other support services for such Wallet Provider Service and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the service, including, without limitation, any third party product liability claims, claims that the Wallet Providers Service fails to conform to any applicable legal or regulatory requirement, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Wallet Providers Service, including those pertaining to Intellectual Property Rights, must be directed to the relevant Wallet Provider Service provider. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

### **13. Removal of your Cards from the Wallet Providers Service**

You shall follow the instructions from the Wallet Providers Service to remove your Card from the service if you no longer wish to use or enrol your Card through such service.. Removal of your Card from the Wallet Providers Service will not terminate your Card unless you also choose to terminate such in accordance with the Bank's applicable General Terms and Conditions Professional Clients.

### **14. Severability**

If any provision or part of a provision of these terms in relation to your use of the Wallet Providers Service is illegal, invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect.